



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

September 7, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**HAHN'S TROLLEY REHABILITATION SERVICES
SUPERVISORIAL DISTRICT 2
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the contract for Hahn's Trolley Rehabilitation Services in an amount not to exceed \$354,013 to D/T Carson Enterprises, d.b.a. Complete Coach Works, located in Riverside, California. This contract provides that the contractor is required to complete the work within 270 calendar days from the date the County issues a Notice to Proceed. Funds are available in the Second Supervisorial District's allocation of the Proposition A Local Return Transit Program in the Fiscal Year 2006-07 Transit Enterprise Fund Budget, as well as through grant funding received from the Federal Transit Administration.
3. Delegate authority to the Director of Public Works to expend an additional amount equal to a maximum of 20 percent of the contract sum for unforeseen additional work within the scope of work of the contract, if required.

4. Delegate authority to the Director to execute this contract; to grant month to month extensions not exceeding a total of three months, for the convenience of the County; and to terminate the contract, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The work to be performed will consist of the rehabilitation and overhaul of two existing community transit trolleys serving the unincorporated Willowbrook area. This contract is for services that are highly technical in nature and are beyond the expertise of Public Works personnel.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness, as the contractor has the specialized expertise to provide this service efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

The contract is for an amount not to exceed \$354,013, plus 20 percent for unforeseen, additional work within the scope of the contract. This amount is based on the unit prices quoted by the contractor and our estimated utilization of the contractor's services. This contract will commence upon Board approval, and the issuance of a Notice to Proceed by the County, for a period of 270 calendar days, plus up to three months extension.

Financing for this service is included in the Second Supervisorial District's allocation of the Proposition A Local Return Transit Program in the Fiscal Year 2006-07 Transit Enterprise Fund Budget, as well as through grant funding received from the Federal Transit Administration. When the need arises for services under this contract, we will finance this service from the appropriate fund source. Total expenditures for this service, however, will not exceed the contract amount approved by your Board, and no services will be ordered without the funding authorization of Public Works' Financial Management Branch. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract, which will be substantially similar to Enclosure A, the contractor will sign and County Counsel will review it as to form.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract, which is for services of an extraordinary professional or technical and temporary nature; hence, this contract is not a Proposition A contract (Los Angeles County Code Chapter 2.121).

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from CEQA as specified in Class 1, Section 15301, of the State CEQA guidelines.

CONTRACTING PROCESS

On May 17, 2006, Public Works solicited proposals from 386 independent contractors and community business enterprises to accomplish this work. Also, notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

Pursuant to the Memorandum of Understanding, the RFP of this contracted service was submitted on May 15, 2006, to the Local 660 Union for review before being released to the public. The Union declined to meet with the Department.

On July 5, 2006, one proposal was received. The proposal was first reviewed to ensure it met the mandatory requirements outlined in the RFP. The proposal having met these requirements, was then evaluated by an evaluation committee consisting of City of Los Angeles Department of Transportation and Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, references, and facility and equipment. Based on this evaluation, it was determined that D/T Carson Enterprises, d.b.a. Complete Coach Works was a responsible contractor capable of performing the work. Therefore, it is recommended that this contract be awarded to the responsive and responsible proposer, D/T Carson Enterprises, d.b.a. Complete Coach Works, located in Riverside, California.

Enclosure C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

The Honorable Board of Supervisors
September 7, 2006
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Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

SAMPLE AGREEMENT FOR

HAHN'S TROLLEY REHABILITATION SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and D/T Carson Enterprises, d.b.a. Complete Coach Works, a California corporation, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on July 5, 2006, hereby agrees to provide services as described in the attached specifications for Hahn's Trolley Rehabilitation Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; and the CONTRACTOR'S Proposal and Clarifications to the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract Documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$354,013 (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: The CONTRACTOR shall complete all work and services required hereunder within 270 calendar days from the date of the Notice to Proceed to be issued by the COUNTY.

FIFTH: The CONTRACTOR shall bill within seven business days following completion and acceptance of the rehabilitation. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice following completion and acceptance of the rehabilitation. The invoice(s) shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing.

TENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal and Clarifications to the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through D, inclusive, the COUNTY'S provisions shall control and be binding.

ELEVENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

TWELFTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

D/T CARSON ENTERPRISES, d.b.a.
COMPLETE COACH WORKS

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

ENCLOSURE B

This bid was last updated by Flor Mota on 5/17/2006 3:22:58 PM
Update your bid information here ...

* Indicates a required field. ?

Bid Number * PW-ASD 618

Bid Type * Service

Dept * Public Works

Open Date * May 17 2006

Close Date * June 14 2006 Closing Time - Hour: 5 Min: 30 PM

☐ Open Continuous - No close date

Amount Enter like 00,000

Bid Title *

HAHN'S TROLLEY REHABILITATION SERVICES

Bid Description - Details *

PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the Hahn's Trolley Rehabilitation Services. The total cost of this service is estimated to be \$214,000. Proposers must meet all minimum requirements set forth in the Request for Proposals (RFP) document, including, but not limited to, a minimum of three years' experience in providing the same or similar rehabilitation service for a government agency(ies). This minimum requirement

Commodity/Service Code * 06038 Search Commodities/Services

Commodity Description:
ENGINES, DIESEL (AUTOMOTIVE) AND REPLACEMENT PARTS

Contact Information

Name * ANGELICA MALDONADO

Phone * 626 - 458 - 4080 - Ext

Email * amaldona@ladpw.org

Click button to process an Amendment ?

Click button to upload an Attachment(s) ?

Click button to Update Bid

[Back to Last Window](#)

Request for Proposal for Small Business Enterprise (SBE) Preference Program Consideration and
SBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Complete Coach works

My County (WebVen) Vendor Number: _____

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

☒ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM



As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify): _____						
Total Number of Employees (including owners): <u>159</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					13	
Hispanic/Latino					51	5
Asian or Pacific Islander					3	1
American Indian					4	
Filipino					2	
White	1		9		63	6

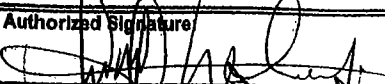
III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: <u>Vice President</u>	Date: <u>7/5/06</u>
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